California
Department of
Health Services

State of California—Health and Human Services Agency
Department of Health Services

ARNOLD SCHWARZENEGGER
Governor

November 22, 2004

TO: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) 04-35219
CALIFORNIA ANTI-TOBACCO PUBLIC RELATIONS CAMPAIGN
ADDENDUM NUMBER 2

On November 5, 2004, the California Department of Health Services, Tobacco Control Section (DHS/TCS), released RFP 04-35219 entitled "California Anti-tobacco Public Relations Campaign." Upon further review, edits to this document have been made and are enclosed with this addendum. Changes are indicated by a vertical line in the left margin.

Please add the enclosed new pages to your RFP:

Appendix A, Draft Excerpts from Proposed Scope of Work and Work Orders (3 pages)
Attachment 11 (1 page)

Please replace the following pages in the original RFP with the enclosed pages:

RFP Table of Contents (2 pages)
Pages 1-2
Pages 5-6
Pages 14-17
Pages 20-21
Pages 28-29
Attachment 2, Proposal Table of Contents (2 pages)
Attachment 3, Required Attachment/Certification Checklist (2 pages)
Attachment 7, Conflict of Interest Certification (1 page)

Draft contact language will be uploaded to the DHS website for your review and will be found under "Supplemental Materials" at http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm).

We apologize for any inconvenience that these changes may cause. If you have any questions regarding this addendum, please contact Kurt M. Fowler, Media Administrative Analyst, TCS, at (916) 449-5500.

Sincerely,

Robin Shimizu
Assistant Chief
Tobacco Control Section

Enclosures

Draft Excerpts from

Proposed Scope of Work and Work Orders

A. Scope of Work

1. Develop and implement an on-going tobacco-use-prevention public relations campaign that grabs and maintains the attention of California media and the public, in general and ethnic markets.
2. Develop strategies for breaking through media clutter in order to reach the general public, opinion leaders, ethnic groups, rural and urban populations, media, and tobacco users, with priority attention to the high prevalence among smokers with low socio-economic status.
3. Continually coordinate with the advertising component of the media campaign. This coordination will include, but not be limited to, weekly briefings and monthly meetings by telephone or in person that include the key strategy developers from the public relations and advertising agency and one or more representatives from TCS; information sharing; leveraging value-added opportunities with stations and publications running tobacco control ads; and support of ad campaign launches.
4. Develop public and media relations and outreach activities to increase public awareness in general and ethnic markets regarding TCS' areas of emphasis. Activities and products may include, but are not limited to: community events; promotional opportunities; spokesperson training; video and radio news releases; press events, releases, and kits; satellite news feeds; op-ed responses; collateral materials; public opinion research; and newsletters. It is anticipated that broadcast and written materials will be produced in English, Spanish, Cantonese, Mandarin, Vietnamese, Korean, and other languages as needed.
5. Develop comprehensive promotions and collateral materials that bolster TCS priorities (e.g., retail environment, smoke-free public places, countering pro-tobacco influences) and coordinate with the other components of the comprehensive tobacco control program. Promotions and promotional materials will complement the efforts of the advertising contractor, local programs, priority population partnerships, and statewide-program grantees.
6. Continue successful general and ethnic public relations activities developed for the California tobacco control program. These activities may include, but are not limited to: crisis management and rapid response, news bureau, news clippings, current event and issues monitoring, client counsel and planning, local programs technical assistance, Team O2 van program, online high school journalism outreach, subcontractor coordination (if any work is subcontracted), program highlights, A-T Gear web site, TobaccoFreeCA.com web site, and other programs as needed.
7. Participate as a member of TCS special topics work groups to provide strategy input and key-message development.
8. Develop public relations activities to promote the California Smokers' Helpline, including outreach to ethnic populations (Spanish and Asian languages) as well as the general market.
9. Develop strategies to assist public relations efforts at the local, regional and state levels, including but not limited to, editorial boards, media relations, rapid response kits, and spokesperson kits.
10. Develop and implement strategies for working with external tobacco control advocates (external to TCS-funded projects) at the local, state and national levels.
11. Provide documentation as needed to TCS for use in preparing reports on the public relations campaign's implementation and results.
12. Develop a management and monitoring plan (MMP) for keeping TCS continually apprised of all campaign activities, including personnel changes among staff assigned to the TCS account, and progress of any subcontractors and consultants performing activities and providing deliverables under

this SOW. The MMP will include, but not be limited to, bimonthly telephone and written progress reports and an annual evaluation due by January 31 covering the previous full or partial calendar year. The annual evaluation will discuss results, the effectiveness and value of all Work Orders (including any subcontracted work), and recommendations for continuing, amending, or discontinuing activities and products in the coming year. Additional requirements for the annual evaluation's format and topics may be prescribed in writing by the Contract Manager at least 30 calendar days prior to the due date.

13. Coordinate and oversee media placement and advertising production related to campaigns addressing special topics. Special topics may include, but are not limited to, illegal tobacco sales to youth, occasional ("social") smoking, and spit tobacco prevention. Media placement may include television, radio, publications, outdoor, and/or Internet.

B. Work Orders

1. Work Orders are the detailed descriptions of services and deliverables to be provided pursuant to this contract and a comprehensive plan, budget, and timeline for providing each service or deliverable. The Contractor shall perform the services specified in the SOW according to the procedures in this section.

2. The Contractor is responsible for submitting Work Orders for all work performed under the contract, including any services and deliverables performed or provided in whole or in part by a subcontractor or consultant. Subcontractors and consultants should not submit work orders directly to the state.

3. CDHS/TCS shall notify the Contractor of each service or deliverable under the SOW as it becomes required. Under direction from, or upon request from, the Contract Manager or his/her designee, the Contractor shall develop a work order for each service or deliverable. The work order shall include at a minimum the following:

   a) a detailed description of the services and deliverables to be provided during completion of the work order, including, but not limited to, all of the following, as applicable: strategy, objectives, activities, products, media schedule, interim reports, evaluation methods, and final report;

   b) identification of any service(s) or deliverable(s) to be provided by a subcontractor or consultant;

   c) the target audiences to which the service or deliverable is directed;

   d) a detailed timeline for completion of the service or deliverable;

   e) a detailed work order budget based on the Contractor's Cost Proposal, including any commision to be charged;

   f) an estimate of any ongoing talent fees, photograph use fees, or other expenses which would be necessary to maintain the deliverable and preserve its availability for use;

   g) a unique work order name and number.

   For purposes of this contract, deliverables will include but not be limited to the following: video news releases, press clippings, newsletters, various communication materials, press packets, pamphlets, planners, and technical assistance kits, and public relations projects such as press conferences, promotions, magnet events, and spokesperson trainings.

4. The Contract Manager or his/her designee shall review the Contractor's proposed work order and may require the Contractor to revise portions or all of the proposed work order to the satisfaction of the Contract Manager. The Contract Manager and the Contractor shall consult and negotiate in good faith to reach agreement on work orders. If agreement on a work order is not reached, the Contractor shall proceed with work orders as directed by the Contract Manager.

5. The Contract Manager's or his/her designee's signature approval of the work order shall constitute the Contractor's authorization to provide the work order's service or deliverable under this contract. Approved work orders shall automatically and without need for any amendment to the contract become

a part of this contract, and, as such, the terms and conditions of this contract shall apply to the services performed under these work orders. The Contract Manager may require changes to approved work orders without a formal amendment to the contract, provided that such changes do not exceed the SOW. In no case shall approval of a work order be construed as approval to receive reimbursement above the maximum amount payable.

6. The Contract Manager or his/her designee may cancel a work order in whole or in part for any reason and at any time, including after it has been approved. Cancellation shall occur if the State no longer desires the service(s) or deliverable(s) to be provided and produced according to the work order because of program changes or lack of funding. The Contract Manager or his/her designee shall notify the Contractor in writing whenever a work order is canceled and shall negotiate in good faith with the Contractor to determine the payment for any work completed under the work order prior to cancellation. If agreement on a payment amount is not reached, the Contractor shall be paid as determined by the Contract Manager.

Attachment 11

Work Order Form – Contract 04-35219

Date Submitted:	**Contractor's Name:**	
Work Order Name and Number:		
Time Period Covered by Work Order:	**From:**	**To:**
Target Audience(s):		

Strategy and Objectives:	**Description and estimate of ongoing costs (See Exhibit A, item G.3.f.):**

Continue the following sections on additional pages as needed. The Total Work Order Budget and signature blocks should appear on the same page.

Activity/Deliverable	Estimated Completion Date	Fees (Hours X Rate = Fees Subtotal)			Expenses	Mark-up	Activity/ Deliverable Subtotal	S = Subcontractor K = Contractor
		No. of Hours	Hourly Rate	Fees Subtotal				
				Column Subtotals				
						Total Work Order Budget		

Contractor Signature and Date	**Department of Health Services Signature and Date**
Contractor Representative (print or type)	**Contract Manager or Designee's Name (print or type)**

TABLE OF CONTENTS

ATTACHMENTS

1 PROPOSAL COVER PAGE
2 PROPOSAL TABLE OF CONTENTS
3 REQUIRED ATTACHMENT/CERTIFICATION CHECKLIST
4 CLIENT REFERENCES
5 RFP CLAUSE CERTIFICATION
6 CONTRACTOR CERTIFICATION CLAUSES (CCC 304)
7 CONFLICT OF INTEREST CERTIFICATION
8 FOLLOW-ON CONSULTANT CONTRACT DISCLOSURE
9 CLIENT LIST
10 BUDGET SUMMARY AND COST PROPOSAL
11 WORK ORDER FORM

APPENDIX A

DRAFT EXCERPTS FROM PROPOSED SCOPE OF WORK AND WORK ORDERS

I. GENERAL INFORMATION

A. Purpose and Background

1. Purpose

The California Department of Health Services, Tobacco Control Section (DHS/TCS) is inviting proposals from qualified agencies to continue, develop, and implement a statewide public relations campaign. This campaign will be part of a comprehensive, multifaceted program that has the goal of reducing tobacco use in California by promoting a social norm of not accepting tobacco use.

DHS/TCS intends to make a single contract award to the most responsive and responsible firm earning the highest score. This procurement is open to all eligible firms that meet the Qualification Requirements starting on page 3.

DHS/TCS is seeking a contractor to provide comprehensive public relations services, building upon previous campaign strengths and successes and developing fresh approaches that are responsive to current challenges facing tobacco control advocates. DHS/TCS seeks a contractor who can collaborate with statewide and local allies engaged in California's comprehensive tobacco program, to break down apathy and involve the public in creating and preserving a tobacco-free California.

The priority areas of DHS/TCS are:

- Support tobacco users' attempts to quit and stay tobacco-free.
- Counter and eliminate pro-tobacco influences, including advertising, promotions, sponsorships, and other community influences that glamorize tobacco use and interfere with smokers' attempts to quit smoking.
- Reduce exposure to secondhand smoke (SHS).
- Reduce youth access to tobacco.

It is optional for a proposer to consider subcontracting, if the proposer cannot accomplish the entire Scope of Work (SOW) in-house. For those proposers considering subcontracting, it is optional for proposers to identify their proposed subcontractors during the proposal process. However, it is mandatory that proposers specify any plans to accomplish a portion or portions of the SOW through one or more subcontracts, whether or not a proposed subcontractor or subcontractors are named.

Contract language will be made available on the DHS/TCS web site to show proposers what to anticipate with regard to contract requirements. The contract language will be a part of the supplemental materials that can be downloaded from http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm. DHS/TCS reserves the right to add, delete, or modify the provisions in the final contract. The applicability of some provisions is contingent upon the type of contract. With regard to determining applicability of such provisions, proposers should note that DHS/TCS anticipates awarding a *consultant services* contract from this RFP.

2. Background

The mission of DHS/TCS is to work toward achieving a tobacco-free California and to reduce illness and premature deaths attributable to tobacco, by implementing programs to reduce tobacco use and exposure to SHS.

Proposers are invited to review the information at http://www.dhs.ca.gov/tobacco regarding the comprehensive TCS program. The following documents are particularly pertinent to the history and priorities of TCS:

A Model for Change: the California Experience in Tobacco Control
http://www.dhs.ca.gov/tobacco/documents/modelforchange.pdf

California Tobacco Control Update
http://www.dhs.ca.gov/tobacco/documents/TCSupdate.pdf

The SOW will require the public relations contractor to coordinate with, and support the activities of, TCS-funded Local Programs, which comprise the following:

Local Health Departments: All of California's 58 county and 3 city health departments are funded as Local Lead Agencies (LLAs). Considered the lead tobacco control agency at the local level, each LLA is funded to implement comprehensive tobacco control programs in their area. LLAs involve community coalitions in developing strategic community actions to combat tobacco use in their jurisdictions and conduct a wide range of education, information, policy, prevention, and cessation activities.

Community-Based Grants: More than 50 community-based agencies are currently funded to implement programs designed to reach local ethnic populations, youth in the community, or other specified groups. Many others focus on topic areas, such as chew/dip, cigars, tobacco sponsorship, or tobacco advertising. Innovative strategies are used to reach their respective target populations and to address their specific issues.

Statewide Grants: DHS/TCS funds several statewide grants, which are defined as DHS/TCS-funded projects designed to provide technical assistance and/or services on a statewide basis. Statewide grants offering assistance to DHS/TCS-funded projects are: the Tobacco Education Clearinghouse of

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than ten percent of the total monetary value of the consulting services agreement. Consultants and employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

10. A proposal will be deemed nonresponsive and will be rejected if it contains false, inaccurate, or misleading statements, if, in the opinion of DHS, such information was intended to mislead the State in its evaluation of the proposal.

11. A proposal will be deemed nonresponsive and will be rejected if the cost information provided is conditional, incomplete, or includes unsigned or uninitialed material alterations or corrections.

C. Contract Period

1. The tentative term of the resulting agreement is thirty-nine (39) months, March 1, 2005 through June 30, 2008.

2. The agreement term may change if DHS/TCS makes an award earlier than expected or if DHS/TCS cannot execute the agreement by March 1, 2005, because of unforeseen delays.

3. The State may extend the term of this contract, continuing with the same SOW, for a period of no more than two years, contingent upon DHS/TCS' determination that the contractor's performance is satisfactory.

4. Proposals should be based on the contract period stated in paragraph 1 above, excluding the optional two years.

5. The resulting contract will be of no force or effect until it is signed by both parties. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered.

D. Funding

1. Approximately $3,500,000 is estimated to be available for the base contract period (39 months) to be awarded from this RFP.

2. Funding for each state fiscal year is subject to approved multi-year spending authority and an annual appropriation by the State Legislature and approval of the Governor. If full funding does not become available, DHS/TCS will cancel the resulting agreement or amend it to reflect reduced funding and reduced activities.

3. If changes are required by legislation, court action, or other administrative action affecting the Statewide Public Relations Campaign, the contract shall be amended or terminated accordingly in order to comply with these actions.

E. Scope of Work

See Appendix A entitled "Draft Excerpts from Proposed Scope of Work and Work Orders" within this RFP at http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm. Appendix A contains a description of the services and work to be performed as a result of this procurement.

F. Time Schedule

Below is the tentative time schedule for this procurement:

Event	Date	Time (If applicable)
RFP Released	November 5, 2004	
Proposer Questions Due	November 12, 2004	5:00 p.m.
Fax Pre-proposal Teleconference reservation	November 12, 2004	5:00 p.m.
Pre-proposal Teleconference	November 19, 2004	9:00 a.m.
Mandatory Letter of Intent and Conflict of Interest Certification due	November 30, 2004	5:00 p.m.
Proposal due	December 17, 2004	5:00 p.m.
Finalists' Oral Presentations (Optional)	January 19-20, 2005	times to be determined (TBD)
Notice of Intent to Award posted	January 24, 2005	
Appeal Deadline	January 31, 2005	5:00 p.m.
Contract Award Date	TBD	
Proposed Start Date of Contract	March 1, 2005	

4) Why your firm should be chosen to undertake this work at this time.

d. *Agency Capability (**5-page limit**)*

1) Proposer's History: Include a brief history of your firm, including:

a) Date of establishment of the California-based office that will service the DHS/TCS account. If applicable, explain any changes in your business history or organizational structure that will assist DHS/TCS in determining your qualifications.

b) A description of your firm's goals that are relevant, closely related, or will complement this project.

c) Respond "yes" or "no" to the following questions within your description of the history of your firm, and briefly explain as specified for each "yes" response. Explanations for "yes" responses will not be counted toward the 5-page limit for Agency Capability.

i. Has your firm, or any key member of your firm, been involved in any litigation pertaining to your firm's services since January 1, 2000? This includes litigation filed against your firm and by your firm. If so, briefly describe the litigation and the outcome.

ii. Has your firm filed for bankruptcy since January 1, 2000?

iii. Has your firm been unable to complete a contract, been removed from a contract, or been replaced during a contract period since January 1, 2000? If so, briefly explain what happened and why.

2) Similar Clients: Choose up to three (3) clients from your Client List, Attachment 9, that are similar in nature to the public relations anti-tobacco campaign. (These may be different from the clients you identify as Client References for paragraph 4 below.) Briefly describe results of your firm's work for these clients, highlighting significant accomplishments of the personnel to be assigned to the tobacco control contract. Your description should include your firm's experience with the following:

a) Providing account service, including day-to-day communication with the client, invoice preparation and expense documentation, budget preparation and monitoring, current event and issues monitoring, record keeping, materials archiving, progress reports, and subcontractor and consultant management (if subcontractors or consultants will be responsible for any portion of the SOW);

b) Providing crisis management, including preparing client for potential crises, rapid response during a crisis, and recovery after a crisis;

c) Conducting spokesperson training;

d) Providing media relations services, including press release, fact sheet, and press kit development, statewide media coverage pitching, B-roll production, radio and video news releases, and news feeds; and

e) Performing social marketing activities aimed at achieving lifestyle changes or specific behavior changes for large population segments (e.g., young adults 18 to 24 years of age, persons of low socio-economic status, non-English-speaking populations).

3) Working Relationships: Briefly describe any experience that demonstrates your firm's ability to establish and maintain effective working relationships with government entities, local community based organizations, private nonprofit organizations, and media partnerships (e.g., advertising agencies, other public relations agencies).

4) Identify three references from among the clients serviced by one or more California-based offices of your firm, since January 1, 2000, that can confirm their satisfaction with your services and confirm whether your firm provided timely and effective services or deliverables. Use the Client References, Attachment 4, for this purpose. Place the completed Client References form in the Forms section of your proposal. The Client References form will not be counted toward the 5-page limit for Agency Capability.

e. *Project Case Studies*

1) Scenario No. 1 ***(10-page limit)***

During the past five years, the tobacco industry has utilized an aggressive public relations campaign in an attempt to improve its image in the eyes of the public. They have tried to position themselves as part of the tobacco-use solution, while simultaneously shifting the responsibility for "choosing" to smoke away from the tobacco industry and onto smokers and parents. The implied messages from the tobacco industry are:

- We told you smoking is bad, so it is your problem if you are still smoking.

- We advised you to talk to your children about smoking, so if your child starts smoking, it is your parenting that is at fault, not us.

Develop a public relations strategic plan for countering the tobacco industry's image campaign and strengthening support for California's antismoking efforts.

2) Scenario No. 2 ***(10-page limit)***

While great progress has been made toward becoming a tobacco-free state, 4 million adult Californians still smoke. Demographically, the largest group of smokers is white men aged 25–44. The smoking prevalence of non-Hispanic white men in this age group in 2003 was 20.5 percent, compared to 15.5 percent among the rest of California adults. Not surprisingly, attitudes of this subgroup reflect weaker support for policies that would increase limitations on the advertising and sale of tobacco. A few examples:

Attitude statement	Percent of white men aged 25–44 who agree	Percent of the rest of CA adults who agree
Advertising tobacco products at sports and athletic events should be banned.	57.6	78.2
The ban on cigarette advertising should be extended to all print and electronic media.	56.6	72.5
The tobacco industry should be forced to put stronger warnings on all their potentially harmful products.	63.2	83.1

Develop public relations recommendations for outreach to this demographic group, and identify strategies and activities that will gain their commitment to becoming tobacco-free.

3) Project Case Studies Content

Prepare each Project Case Study as a stand-alone portion of your proposal. Do not make reference in one Project Case Study to the other. If something applies to both Project Case Studies, repeat it in its entirety.

The narrative for each case study should cover all of the following points:

a) Briefly explain the overall approach that you will use to accomplish the goals.

b) Outline your analysis of the current situation and describe what research you used to formulate your analysis.

c) Prepare a Work Order for each case study, using the instructions in Appendix A and the Work Order form, Attachment 11.

d) Prepare a detailed timeline or timetable for accomplishing the Work Order.

e) Explain your rationale for the particular approaches, methods, and strategies that are proposed (e.g., proven success or past effectiveness).

f) If applicable, explain what is unique, creative, or innovative about your proposed approaches and/or methods.

g) Explain/describe how you would evaluate the outcomes of your proposed Project Case Study campaign.

h) If applicable, identify the Contractor's and/or State's actions and/or responsibilities that you included in your Project Case Study that you believe would be necessary to ensure successful performance, but you believe have been omitted from DHS/TCS' SOW, Appendix A. It will be at the sole discretion of DHS/TCS whether any such identified omission(s) will be added to the SOW in the final contract.

f. *Samples of Work and Case Histories*

Submit samples of work and case histories, developed and carried out primarily by staff to be assigned to this account, for public relations activities services performed after January 2000.

1) Writing Ability: Provide two samples of press and public relations materials. These may include press releases, brochures, opinion editorials, direct mail, research, or any other press or public relations materials.

2) Media Relations Experience *(**1-page limit** for each description)*: Provide two (2) descriptions of media relations activities such as work in securing news and editorial coverage, placing feature articles, and arranging editorial board meetings.

3) Social or Public Policy or Issue Campaign Experience ***(2-page limit)***: Highlight social or public policy or issue campaign experience by providing a case history that includes the type of campaign, goals and objectives, preparatory research, the work accomplished, evaluation of success meeting the goals and objectives, and, if applicable, the involvement of one or more community groups.

4) Crisis Communications ***(2-page limit)***: Provide a case history involving the practice of public relations crisis communications.

indicate the typical tasks and responsibilities that you will assign to the position and may include desired or required education and experience. Place all job descriptions or duty statements at the end of the Project Personnel section.

e) For personnel already employed by your firm who will be assigned to the tobacco control account:

i. Identify the name and position title.

ii. Briefly describe each person’s expertise, capabilities, and credentials.

iii. Emphasize any relevant past experience in directing, overseeing, coordinating, or managing social marketing or issues campaigns.

f) Include a resume for each key staff person (professional, managerial, or supervisory) who will exercise a major administrative, policy, or consulting role in carrying out the contract work. Place staff resumes in the Appendix section. Resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, or age.

2) Briefly describe the processes or procedures that you will use to ensure that vacancies are filled expeditiously and that services are continued despite the presence of vacancies.

3) If subcontractors (including independent consultants) will be used to perform contract services, proposers must do the following at the time of proposal submission:

a) Indicate if you have received a commitment from any subcontractor(s) or independent consultant(s) to perform the work or if you will recruit them later.

i. For each potential subcontractor and independent consultant who has provided a commitment to provide services to the proposer for the anti-tobacco campaign SOW, include:

- Full legal name of subcontractor or consultant.

- A job description or duty statement outlining the duties and functional responsibilities that you intend to assign to the subcontracted firm or independent consultant.

- A brief explanation as to why you chose the subcontracted firm or independent consultant. Include information such as expertise, knowledge, capabilities, past experience, accomplishments, availability, reasonableness of rates, and prominence in a field or specialty.
- A letter of commitment, signed by an official representative of each subcontracted firm or independent consultant. Place all subcontractor and/or consultant letters of commitment in the Appendix section.
- A Conflict of Interest Certification, Attachment 7, completed and signed by the subcontractor.

ii. For subcontractor and/or independent consultant openings that have not been filled before the proposal is submitted to DHS/TCS or are TBD after the contract is executed, identify the functions, activities, and responsibilities that you intend to assign to each subcontractor and/or independent consultant.

iii. The selection of subcontractors and subcontract language may be subject to DHS/TCS review and approval. See Exhibit D(C), Subcontract Requirements.

j. *Cost Section*

The Cost Section's two components are the Budget Summary and the Cost Proposal, Attachment 10. This attachment is provided as a blank Excel file with RFP 04-35219 Supplemental Materials at http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm. Place the completed Attachment 10 in the Forms section of your proposal.

1) General Instructions

a) All Cost Section pages must be typed or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typed adjacent to the error. The person who signs the Cost Proposal should initial all corrections, preferably in blue ink.

b) When completing Attachment 10, include all estimated costs to perform the services for the 39-month base period of the contract, including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments.

2) Budget Summary

Based on the following tentative budget allocations, provide a budget summary, including proposed budgets for specific campaigns or target audiences, and subcontractors' and consultants' budgets, if any.

V. CONTRACT AWARD

A. Notice of Intent to Award a Contract

A Notice of Intent to Award a Contract identifying the selected Contractor will be posted in the DHS/TCS' Contract Management Office for a period of at least five (5) working days prior to the contract award date. All finalists that participated in Step II of the review, Technical and Cost Proposals, will be notified in writing regarding the contract award decision, and a notice will also be posted at the DHS/TCS web site http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm.

B. Appeals

Appeals to the contract award must be received by the Hearing Officer or his designee, by mail or fax, within five (5) working days after the Notice of Intent to Award a Contract has been faxed to each finalist. Only agencies that submit a proposal may appeal the contract award. Appeals will be limited to the grounds that DHS/TCS failed to apply correctly the standards for reviewing proposals as specified in this RFP. The proposer shall file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the proposer's position, and the remedy sought. Appeals shall be addressed to the Hearing Officer as follows:

U.S. Mail	Courier (e.g., Federal Express)
Donald O. Lyman, M.D. c/o Tobacco Control Section Department of Health Services MS 7206 P.O. Box 997413 Sacramento, CA 95899-7413 Fax: (916) 449-5505	Donald O. Lyman, M.D. c/o Tobacco Control Section Department of Health Services MS 7206 1616 Capitol Avenue, Suite 74.516 Sacramento, CA 95814 Telephone: (916) 449-5500

The Hearing Officer or his designee, at his sole discretion, may hold oral hearings, have a hearing on written briefs, or both. The decision of the Hearing Officer will be final.

C. Contract

The successful proposer shall enter into a formal contract with the DHS/TCS in order to receive payment for services rendered. The contract will incorporate the successful proposer's response to this RFP.

The successful proposer shall enter into a contract with DHS/TCS no later than 20 State working days after the proposer receives the contract from DHS.

In the event that DHS/TCS is unable to execute a contract with the initial successful proposer, or the contract is terminated for cause within the first 12 months, DHS/TCS reserves the right to award a contract to the proposer that earned the next highest score and met the requirements specified in this RFP.

D. Contract Forms and Exhibits

State contract forms and exhibits are available as Supplemental Materials on the DHS/TCS web site, http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm. Proposers should read these documents carefully to ensure that they will be able to comply with State contract terms. The terms and conditions in the contract forms and exhibits are not negotiable. The contract resulting from this RFP will be prepared on a "Standard Agreement" (Form STD 213).

Attachment 2

RFP 04-35219
PROPOSAL TABLE OF CONTENTS

RFP 04-35219
PROPOSAL TABLE OF CONTENTS

Required Attachment/Certification Checklist

Qualification Requirements: I certify that my firm meets the following requirements:		**DHS Use**
☐ Yes ☐ N/A	My firm possesses at least three consecutive years of experience showing full-service public relations capability, including account service, crisis management, spokesperson training, media relations, ethnic and cultural diversity, young adult (18- to 24-year-old) outreach, client counsel, and strategic planning. That experience occurred within the past five years.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions, and contract exhibits incorporated by reference as an Appendix to the RFP, appearing at http://www.dhs.ca.gov/tobacco/html/RequestforApplications.htm.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a currently operating, California-based office to service the DHS/TCS account that has been in business in California for the past three (3) consecutive years, i.e., since December 17, 2001, or longer.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has at least $4 million in gross annual billings per year in calendar years 2002 and 2003 from the California-based office which would service the DHS/TCS account.	☐ Yes ☐ No
☐ Yes ☐ N/A	(Corporation) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Nonprofit) My firm is qualified to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of fulfilling contractual obligations. My firm authorizes the State to confirm this claim.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment, and a Letter of Commitment from my firm's creditor is attached.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm and all identified subcontractors, if any, have completed and signed the Conflict of Interest Certification and any required additional information, as explained in Attachment 7.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has certified via Attachment 8 that its proposal response is not in violation of Public Contract Code Section 10365.5 and has, if applicable, identified previous consultant services contracts that were related in any manner to the services, goods, or supplies being acquired in this procurement.	☐ Yes ☐ No
Technical Proposal format and content		**DHS Use**
☐ Yes ☐ N/A	My firm has complied with the Technical Proposal format requirements, and my firm is submitting one original Technical Proposal and nine (9) copies. My proposal is assembled in the following order:	☐ Yes ☐ No
☐ Yes ☐ N/A	Proposal Cover Page (RFP Attachment 1)	☐ Yes ☐ No
☐ Yes ☐ N/A	Table of Contents (RFP Attachment 2)	☐ Yes ☐ No
☐ Yes ☐ N/A	Executive Summary	☐ Yes ☐ No
☐ Yes ☐ N/A	Agency Capability	☐ Yes ☐ No
☐ Yes ☐ N/A	Project Case Studies (with Work Order, RFP Attachment 11)	☐ Yes ☐ No
☐ Yes ☐ N/A	Samples of Work and Case Histories	☐ Yes ☐ No
☐ Yes ☐ N/A	Transition Plan	☐ Yes ☐ No

(Continued on next page)

Technical Proposal format and content (continued)		DHS Use
☐ Yes ☐ N/A	Management Plan	☐ Yes ☐ No
☐ Yes ☐ N/A	Project Personnel	☐ Yes ☐ No
Forms section with the following attachments/forms:		**DHS Use**
☐ Yes ☐ N/A	Attachment 3, Required Attachment/Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, Client References. My firm authorizes the State to contact these references.	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, RFP Clause Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, CCC 304 Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 7, Conflict of Interest Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8, Follow-on Consultant Contract Disclosure. Disclosure attachment is present when applicable.	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 9, Client List. My firm authorizes the State to confirm information provided on this list.	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 10, Budget Summary and Cost Proposal form. Form is signed. Corrections, if any, have been initialed. All cost figures have been double-checked for accuracy.	☐ Yes ☐ No
Appendix section with the following documentation:		**DHS Use**
☐ Yes ☐ N/A	(Corporation) Copy of a Certificate of Status issued by California's Office of the Secretary of State or submit a downloaded copy of the firm's active on-line status information from the California Business Portal website: http://www.ss.ca.gov/business/business.htm [Check "N/A" if the proposer is not a corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Nonprofit) Documentation proving my firm's eligibility to claim nonprofit and/or tax exempt status. [Check "N/A" if the proposer is not claiming nonprofit status.]	☐ Yes ☐ No
☐ Yes ☐ N/A	An organization chart. Use multiple 8½ x 11" pages, if necessary.	☐ Yes ☐ No
☐ Yes ☐ N/A	Copies of financial statements for the past two years or most recent 24-month period (i.e., annual income statements and quarterly/annual balance sheets), including a statement signed by the Chief Financial Officer certifying that the financial statements are accurate and complete.	☐ Yes ☐ No
☐ Yes ☐ N/A	Documentation of at least $4 million in gross annual billings per year in calendar years 2002 and 2003 from its California-based office which would service the DHS/TCS account. Check this block ☐ if the financial statements above serve as this documentation.	☐ Yes ☐ No
☐ Yes ☐ N/A	Resumes of the Proposer's professional staff (i.e., managers, supervisors, technical experts) who will play a major administrative, policy, or consulting role in carrying out the project work.	☐ Yes ☐ No
☐ Yes ☐ N/A	Letters of commitment, signed by each pre-identified subcontractor and independent consultant or applicable explanation. [Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]	☐ Yes ☐ No

Name of Firm:	
Printed or Typed Name/Title of Signer:	
Signature:	Date:

Conflict of Interest Certification

A. This certification shall be completed and submitted with the mandatory Letter of Intent and with the proposal.

B. DHS/TCS intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHS/TCS reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest. For purposes of this certification and disclosing conflicts of interest, "proposer/Contractor" includes holding companies, parent companies, and affiliate companies.

C. Conflicts of interest include, but are not limited to, the following examples:

1. An instance when the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor has responsibility for the strategy, development, media purchasing, media planning, or media relations for the Tobacco Education Media Campaign (hereinafter “Media Campaign”) and simultaneously has a direct and substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale of tobacco products for a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco products.

2. An instance when the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained while performing services for the Media Campaign, for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Media Campaign.

D. If DHS/TCS is aware of a known or suspected conflict of interest, the proposer or Contractor will be given an opportunity to submit additional information or to resolve the conflict. A proposer or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS/TCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS/TCS and cannot be resolved to the satisfaction of DHS/TCS, before or after the award of the contract, the conflict will be grounds for rejection of the proposal and/or termination of the contract.

E. The proposer shall place this Certificate in the Appendix Section of its proposal response. This Certificate shall bear the original signature of an official or employee of the proposer who is authorized to bind the proposer.

F. This Certificate will be incorporated into the contract, if any, awarded from this RFP. It is understood that this requirement shall be in effect for the entire term of the contract. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to DHS/TCS prior to approval of the subcontractor by DHS/TCS.

G. The Contractor and each subcontractor, via the Contractor, shall notify DHS, CDIC/Tobacco Control Section, MS 7206, 1616 Capitol Avenue, Suite 74.516, Sacramento, CA 95814 within ten working days of any change to the information provided on this Certificate.

H. DHS/TCS’ determination of a suspected or potential conflict of interest will be based on all of the proposer’s business affiliations and contractual relationships. If the proposer or any of its subsidiaries or its parent company is in any way connected to, and/or involved with, and/or engaged in the exchange of information with a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco products, the proposer will be deemed to have a potential conflict of interest.

If the proposer has a suspected or potential conflict of interest, the proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect DHS/TCS, and procedures to guard against the existence of an actual conflict of interest.

The undersigned hereby affirms that: (check one)

☐ The statements above have been read, and the undersigned agency has determined that no conflict of interest exists.

☐ A suspected or potential conflict of interest does exist, and additional information (as described in H above) is attached along with a plan to address the possible conflict of interest.

Signed: ______________________ **Title:** ______________________ **Date:** ____________

Type or Print Name of Authorized Representative: ______________________

Agency: ______________________